

**REMARKS**

Reconsideration of the present application is respectfully requested in view of the following remarks. Prior to entry of this response, Claims 1-30 were pending in the application, of which Claims 1, 8, and 19 are independent. In the Final Office Action dated August 9, 2005, Claims 1-30 were rejected under 35 U.S.C. 102(e). Following this response, Claims 1-30 remain in this application, and Claims 7 and 17 are being canceled without prejudice or disclaimer. Applicants hereby address the Examiner's rejections in turn.

Applicants thank Examiner Tang for the courtesy of a telephone interview on November 10, 2005, requested by the undersigned to discuss the rejection of the current claims under 35 U.S.C. § 102(e). During the interview, Applicants asserted that *Ogilvie* at least does not disclose destroying all instances of the self-destructing electronic mail message comprising a plurality of electronic copies of the self-destructing electronic mail message stored in a computer system memory and/or a mass storage device. For example, Applicants asserted that *Ogilvie* merely discloses that only a displayed copy of a message is deleted. (See col. 9, lines 28-31.). While no agreement was made regarding patentability of the claims rejected using *Ogilvie*, the Examiner stated that if additional searching does not produce a reference disclosing "wherein the all instances of the self-destructing electronic mail message comprises a plurality of electronic copies of the self-destructing electronic mail message stored in at least one of the following: computer system memory and a mass storage device", the claims as currently amended would be allowable.

I. Rejection of the Claims Under 35 U.S.C. § 102(e)

In the Final Office Action dated August 9, 2005, the Examiner rejected Claims 1-30 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,711,608 ("*Ogilvie*"). Claims 1, 8, and 19 have been amended, and Applicants respectfully submit that the amendments overcome this rejection and add no new matter.

Amended Claim 1 is patentably distinguishable over the cited art for at least the reason that it recites, for example, "wherein the all instances of the self-destructing electronic mail message comprises a plurality of electronic copies of the self-destructing electronic mail message stored in at least one of the following: computer system memory and a mass storage device." Amended Claims 8 and 19 each includes a similar recitation.

*Ogilvie* at least does not disclose the aforementioned recitation. For example, *Ogilvie* discloses that a message to be emailed is embedded in an executable (interpretable, etc.) file 206 and e-mailed. (See col. 9, lines 21-23.) When a recipient 202 tries to open the message file 206, an executable portion runs an authentication operation 228. (See col. 9, lines 23-25.) If a recipient 202 is authorized and the message file 206 has not already been opened, then an executable portion 214 of the file 206 and/or a conventional part of a recipient station 226 displays the message. (See col. 9, lines 23-28.) The message 206 then deletes itself, thereby deleting the displayed copy of the message and preventing the code that caused the display from re-displaying the message later. (See col. 9, lines 28-31.) A deletion 234 may include

an electronic shredding deletion form, that overwrites the file (possibly several times) rather than merely marking it as free. (See col. 9, lines 31-34.)

In contrast with the claimed invention, *Ogilvie* does not disclose that all instances of a self-destructing electronic mail message, comprising a plurality of electronic copies of the message stored on a computer system memory and/or at a mass storage device, are destroyed. For example, consistent with an embodiment of the invention, an e-mail client application 302 may periodically check to determine whether any self-destructing e-mail messages contained in an e-mail database 224 are scheduled to be destroyed. (See specification, page 14, lines 9-11.) To perform this processing, embodiments of the invention may determine whether any of the self-destructing e-mail messages contained in an e-mail database 304 should be destroyed. (See specification, page 14, lines 11-14.) This determination, for example, may include comparing the time or date on which a particular self-destructing e-mail message should be destroyed with the current time maintained by a client computer 106A. (See specification, page 14, lines 14-16.) If self-destructing e-mail messages are scheduled to be destroyed, then the self-destructing e-mail messages scheduled to be destroyed are deleted from the e-mail database 304 and removed from *all portions* of a system memory 204 and a mass storage device 208 of the client computer 106A. (See specification, page 14, lines 17-22.) In this manner, each and every instance of the self-destructing e-mail message is deleted. (See specification, page 14, lines 22-24.) In *Ogilvie*, each and every instance of the self-destructing e-mail message is not deleted, rather only a displayed copy of the message is deleted. (See col. 9, lines 28-31.)

Moreover, in the Office Action, the Examiner stated that “*Ogilvie* teaches all the instance is being destroyed, refer to Col 9, and since the word ‘all instance’ is not properly defined, Examiner interprets that by ‘remove from mailing’ and ‘self-removing email file which by self-removing email message when the recipient opened the self-removing email message, the message will delete itself completely’ is equivalent as to ‘destroying all instance of the self-destructing electronic mail message.’” (See Office Action, page 7, lines 10-15.) Furthermore, the Examiner stated that “any remark, which is not in claimed language, is not being considered by Examiner.” (See Office Action, page 7, lines 19-20.) Consequently, Applicants respectfully submit that “all instances” is more clearly recited in amended Claims 1, 8, and 19. Accordingly, in *Ogilvie*, each and every instance of the self-destructing e-mail message, as recited in amended Claims 1, 8, and 19, is not deleted, rather only a displayed copy of the message is deleted in *Ogilvie*.

*Ogilvie* does not anticipate the claimed invention because *Ogilvie* at least does not disclose “wherein the all instances of the self-destructing electronic mail message comprises a plurality of electronic copies of the self-destructing electronic mail message stored in at least one of the following: computer system memory and a mass storage device”, as recited by amended Claim 1. Amended Claims 8 and 19 each includes a similar recitation. Accordingly, independent Claims 1, 8, and 19 patentably distinguish the present invention over the cited art, and Applicants respectfully request withdrawal of this rejection of Claims 1, 8, and 19.

Dependent Claims 2-7, 9-18, and 20-30 are also allowable at least for the reasons described above regarding independent Claims 1, 8, and 19, and by virtue of their respective dependencies upon independent Claims 1, 8, and 19. Accordingly, Applicants respectfully request withdrawal of this rejection of dependent Claims 2-7, 9-18, and 20-30.

## II. Conclusion

In view of the foregoing remarks, Applicants respectfully request the reconsideration and reexamination of this application and the timely allowance of the pending claims. The preceding arguments are based only on the arguments in the Office Action, and therefore do not address patentable aspects of the invention that were not addressed by the Examiner in the Office Action. The claims may include other elements that are not shown, taught, or suggested by the cited art. Accordingly, the preceding argument in favor of patentability is advanced without prejudice to other bases of patentability. Furthermore, the Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 13-2725.

Respectfully submitted,

Dated: December 9, 2005

By: \_\_\_\_\_

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